REQUEST FOR QUOTATION This RFQ \(\times\) is \(\times\) is n (This is NOT an Order)			is no	t a small business s	et-as	ide			Page	1 <b>OI</b> 30	
1. Request No.		e Issued	3. Requisition/Purchas	se Req	juest No.	4. 0	Cert For Nat D	ef. Under BDS	SA	Ratin	g
DAAE20-02-T-0188	200	02MAR08	See Sc	hedul	e	R	Reg. 2 and/or D				DXA5
5A. Issued By	-		W52H09				6. Deliver by				
TACOM-ROCK ISLAN AMSTA-LC-CAC-C	עו		Walita					See So	chedule		
ROCK ISLAND IL	61299-7630						7. Delivery				
							<b>□</b> FOB		X O	thon	
							Destination	n	₾ 0	uiei	
5B. For Information BARBARA ABBAS		d telephone	no.) (No collect calls)								
EMAIL: ABBASB@RI		<i>a</i> : 0.1					0.70.41.41	<u> </u>			
8. To: Name and Ad	dress, Including	Zip Code					9. Destination Zip Code)	n (Consignee a	ind addi	ress, in	cluding
							Esp cour)				
								See So	hedule		
								500 50			
10. Please Furnish (	Quotations to	IMPORTA	ANT: This is a request fo	or info	ormation, and quot	tation	ns furnished a	re not offers	If you a	re uns	ble to quote.
the Issuing Office in	~		icate on this form and re								
or Before Close of B	usiness		osts incurred in the prep				_				
(Date)	808		re of domestic origin unl Juest for Quotation must				oter. Any inte	rpretations ar	ia/or cei	runcat	ions attached
			1. Schedule (Include app				cal taxes)				
Item Number		Supplie	s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)			<b>(b)</b>		(c)		( <b>d</b> )	(e)			<b>(f)</b>
		(See S	chedule)								
		(See S	chedule)								
							_				
12. Discount For Pro	ompt Payment		a. 10 Calendar Days		b. 20 Calendar Day		c. 30 Cale	endar Days			dar Days
			%	•		%		%	Nun	ıber	Percentage
NOTE: Additional	provisions and r	epresentati	ons are are not	attacl	hed.		II.				l.
13. Name and Addre	ess of Quoter (St	reet, City, (	County, State and		Signature of Person	n Aut	thorized to Sig	n	15. Dat	e of Qu	ıotation
Zip Code)				•	Quotation						
						1)	16. S	igner		1 m 1	.1
				a. N	ame (Type or Print	t)		-	Area C	b. Tele	phone
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				c. Ti	itle (Type or Print)	)			Numbe	r	
AUTHORIZED FO	R LOCAL REP	RODUCTIO	)N				Stand	lard Form 18	(Rev 8-	95)	

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-T-0188

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#### Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite	Title	Date

- NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES JTIT./1993 1 HO. DA
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: amsta-aq-ar@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

#### Reference No. of Document Being Continued

MOD/AMD

**Page** 3 of 30

Name of Offeror or Contractor:

(AS7	NN	6	١

52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

PIIN/SIIN DAAE20-02-T-0188

(END OF CLAUSE)

(AS7003)

4

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	 PRICE	\$

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-T-0188

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#### Name of Offeror or Contractor:

(AS7008)

5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

JUN/2001

- TACOM-RI
- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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CONTINUATION SHEET	PIIN/SIIN DAAE20-02-T-0188 MOD/AMD	

#### Name of Offeror or Contractor:

52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 TACOM-RT

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

#### (AS7502)

- 1. Request your quote remain valid for 90 days.
- 2. Please provide your DUNS Number: \_\_
- 3. Please provide your CAGE or FSCM Code: \_\_\_

\*\*\* END OF NARRATIVE A 001 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-T-0188 MOD/AMD

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Name of Offeror or Contractor:

NSN: 1015-01-209-3 NOUN: PLUG,MUZZLE FSCM: 19206 PART NR: 12529519 SECURITY CLASS: Un PRON: M121A287M1 AMS CD: 070011JEE6  Packaging and Mark Contractor's are of Section D of this Packaging and Mark (E	des and Prices/Costs  Y  482  classified     PRON AMD: 01 2  ing directed to refer to	1340	EA	\$ \$
NSN: 1015-01-209-3 NOUN: PLUG,MUZZLE FSCM: 19206 PART NR: 12529519 SECURITY CLASS: Un PRON: M121A287M1 AMS CD: 070011JEE6  Packaging and Mark Contractor's are of Section D of this Packaging and Mark (E  Inspection and Acc	ding directed to refer to solicitation for king requirements.	1340	EA	\$ \$
NSN: 1015-01-209-3 NOUN: PLUG,MUZZLE FSCM: 19206 PART NR: 12529519 SECURITY CLASS: Un PRON: M121A287M1 AMS CD: 070011JEE6  Packaging and Mark Contractor's are of Section D of this Packaging and Mark (E  Inspection and Acc	classified PRON AMD: 01 2 ing directed to refer to solicitation for king requirements.	1340	EA	\$ \$
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Section D of this Packaging and Marl (E  Inspection and Acc	solicitation for king requirements.			
Packaging and Mark (E  Inspection and Acc	king requirements.			
(E Inspection and Acc				
Inspection and Acc	and of narrative D001)			
INSPECTION: Origin	eptance			
	ACCEPTANCE: Origin			
Deliveries or Perf				
DOC  REL CD MILSTRIP	SUPPL ADDR SIG CD MARK FOR TP CD			
001 W52H091323H6				
DEL REL CD	QUANTITY DAYS AFTER AWARD			
001	500 0111			
FOB POINT: Destina	tion			
SHIP TO: FREIGHT A	DDRESS			
	SPORTATION OFFICER			
	W CUMBERLAND FACILITY			
	IG MISSION DOOR 113 134 IBERLAND PA 17070-5001			
DOC	SUPPL			
	ADDR SIG CD MARK FOR TP CD 72 W45G19 J 2			
	QUANTITY DAYS AFTER AWARD			
	500 0111			
FOB POINT: Destina	tion			
SHIP TO: FREIGHT A	DDRESS			
	RED RIVER MUNITIONS CTR			
HIGHWAY	82 WEST CL V			
	BLDG 184			
TEXARKA	NA TX 75507-5000			
DOC	SUPPL			
	ADDR SIG CD MARK FOR TP CD			
	73 W62G2T J 2			

#### Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-T-0188 MOD/AMD

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# Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 340 0111  FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000				
0002	Supplies or Services and Prices/Costs  DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.  A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				

CONTINUATION SHEET	Reference No. of Document Bein	Page 8 of 30	
CONTINUATION SHEET	PHIN/SHN DAAE20-02-T-0188	MOD/AMD	

Name of Offeror or Contractor:

For Local Clauses See: https://aais.ria.army.mil

8 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None, unless entered by the Contracting Officer at the time of award.

(BA6701)

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#### Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: https://aais.ria.army.mil

9 52.210-4501 TACOM-RT DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12529519 with revisions in effect as of 2001Nov27 (except as follows):

NO EXCEPTIONS

(CS6100)

10 52.210-4511

STATEMENT OF WORK - OZONE DEPLETING CHEMICALS

MAR/1994

TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

11 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION TACOM RI

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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#### Name of Offeror or Contractor:

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

For Local Clauses See: https://aais.ria.army.mil

12 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
  - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: See Para. 3

Unit Package Weight (lbs.)---Unit Package Cube (Cubic Feet)--
Unit Package Size (Length x Width x Depth)(Inches)

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
  - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
  - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
  - (4) Packing:

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-T-0188 MOD/A

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Name of Offeror or Contractor:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- g. SUPPLEMENTAL INSTRUCTIONS: SPECIAL PACKAGING INSTRUCTION P12529519 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

13 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

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#### Name of Offeror or Contractor:

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-15	STOP-WORK ORDER	AUG/1989
15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

18 52.247-4531 COGNIZANT TRANSPORTATION OFFICER TACOM-RI

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
  - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$ 

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

19 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001 TACOM-RI

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is abbasb@ria.army.mil. The data fax number for submission is (309) 782-5094, ATTN: Barb Abbas.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to: N/A

(End of Clause)

(HS6510)

20 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DEARS

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
  - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

	National	Commercial				
Line	Stock	Item	:	Source of Su	pply	Actual
Items	Number	(Y or N)	Company	Address	Part No.	Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

# Reference No. of Document Being Continued Page 14 of 30 **CONTINUATION SHEET** PIIN/SIIN DAAE20-02-T-0188 MOD/AMD Name of Offeror or Contractor: (2) If there is no national stock number, list ''none.'' (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table. (4) For items of supply, list all sources. For technical data, list the source. (5) For items of supply, list each source's part number for the item. (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown. (End of clause) NOTE: a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155). b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item. (End of Clause) (HA7705) 21 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:	
For contracts involving F.O.B. Original	in shipments furnish the following rail information:
Ooes Shipping Point have a private :	railroad siding? YES NO
If YES, give name of rail carrier se	erving it:
If NO, give name and address of near	rest rail freight station and carrier serving it:
Rail Freight Station Name and Addres	ss:
Serving Carrier:	
	(End of Clause)

(HS7600)

CONTRACT CLAUSES

TACOM-RT

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This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

22	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
23	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
24	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
27	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
29	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
30	52.243-1	CHANGES - FIXED PRICE	AUG/1987
31	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
32	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
33	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
34	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
35	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
36	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
37	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
38	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
39	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
40	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
41	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	FEB/2002

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

http://www.arnet.gov/far/

or

 $\verb|www.acq.osd.mil/dp/dars| \\$ 

(IF8001)

42 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section  $\mbox{\scriptsize M}\mbox{\scriptsize).}$ 

b. The Government reserves the right to increase the quantity of item(s) 0001 up to and including, but not exceeding \*\* percent as

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#### Name of Offeror or Contractor:

an evaluated option at the price(s) quoted. The Contracting Officer may exercise the evaluated option by giving written notice to the Contractor at any time preceding the dates indicated for each option period as shown below:

Option	Option% **	Contracting Officer may Exercise the Option at Any Time Preceding:	Firm Fixed Unit Price
Option One	100%	1-365 DAYS AFTER DATE OF AWARD	\$
Option Two	100%	366-730 DAYS AFTER DATE OF AWARD	\$
Option Three	100%	731-1096 DAYS AFTER DATE OF AWARD	\$

- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.
- d. Deliveries required for the option quantities, if exercised, are projected to be at the rate of 500 600 per month. Option quantities are to be proposed on FOB Origin basis.
  - e. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- f. The Government reserves the right to exercise subsequent options without any requirement that the Government exercise any portion of earlier option(s) first. Specifically, the Government's right to exercise subsequent options is not contingent upon the Government exercising earlier options.
- g. Varying prices may be offered for the option quantities. In as much as the unit price for the basic quantity may contain some start-up costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

43 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

44 52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) <u>Definitions</u>.

As used this clause -

<u>Acquisition cost</u> means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

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Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

#### (b) General.

- (1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.
- (2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

#### (c) Rental charge.

#### (1) Real property and associated fixtures.

- (1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.
- (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
- (iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.
- (2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

Rental charge = (Rental Time in hours) (.02 per hour) (Acquisition cost)
720 hours per month

(3) <u>Alternate methodology</u>. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

#### (d) Rental payments.

- (1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.
- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) <u>Use revocation</u>. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) <u>Unauthorized use.</u> The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

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(End of clause)

(IF7121)

45 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- 46 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
  DEARS
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

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(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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# Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	04-DEC-2001	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	

For Local Clauses See: https://aais.ria.army.mil

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: https://aais.ria.armv.mil This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses: http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars If the provision requires additional or unique information, then that information is provided immediately after the provision title. (KA7001) 47 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999 SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II 48 52.219-1 MAY/2001 (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 326291. (2) The small business size standard is 500. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b) Representations. (1) The offeror represents as part of its offer that it\_\_\_ \_\_is,\_\_ \_\_is not a small business concern. (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002. (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_\_is not a women-owned small business concern. (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -(i) it \_\_\_is is not a veteran-owned small business concern. (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \_\_\_is \_\_is not a service-disabled veteran-owned small business concern. (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -(i) it \_\_\_is is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) it

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint

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ľ	Name	οf	Offeror	or (	Contractor	•

venture:]	Each	HUBZone	${\tt small}$	business	concern	participating	in the	joint	venture	shall	submit a
separate signed copy of the HUBZone representation	•										

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

- (c) Definitions. As used in this provision -
- "Service-disabled veteran-owned small business concern" -
- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative rem	medies, including suspension and deba	arment; and	
(iii) Be ineligible for participation	n in programs conducted under the aut	chority of the Act.	
	(End of provision)		
KF6013)			
49 52.207-4 ECONOMIC F	PURCHASE QUANTITY - SUPPLIES		AUG/1987
a) Offerors are invited to state an opinion this solicitation is (are) economically		applies on which bids, pr	oposals or quotes are reques
· · · · · · · · · · · · · · · · · · ·	5		
	antities are recommended, a total ar	nd a unit price must be q	
economic purchase quantity is that quantity	antities are recommended, a total ar , at which a significant price break	nd a unit price must be q	uoted for applicable items.
economic purchase quantity is that quantity	nantities are recommended, a total ar at which a significant price break a is desired as well.  OFFEROR RECOMMENDATIONS	nd a unit price must be q occurs. If there are sig	uoted for applicable items.
economic purchase quantity is that quantity	nantities are recommended, a total ar at which a significant price break a is desired as well.  OFFEROR RECOMMENDATIONS	nd a unit price must be q	uoted for applicable items.
economic purchase quantity is that quantity liferent quantity points, this information	nantities are recommended, a total ar at which a significant price break a is desired as well.  OFFEROR RECOMMENDATIONS	nd a unit price must be q occurs. If there are sig PRICE	uoted for applicable items. nificant price breaks at
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(b) It ( ) has, ( ) has not, filed all required compliance reports; and

solicitation;

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this

(End of Provision)

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#### Name of Offeror or Contractor:

1	77.77	$\cap$	$\Gamma$	١.

51 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

52 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS

SEP/1999

(a) Definitions.

''Domestic end product,'' ''qualifying country,'' ''qualifying country end product,'' and ''nonqualifying country end product'' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.
  - (c) Certifications.
    - (1) The Offeror certifies that--
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin (If known)

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	<u> </u>	
	(End of Provision)	
CA7702		
INSTRUCTIONS, CONDITIONS, AND NOT	ICES TO OFFERORS	
For Local Clauses See: https://aa	is.ria.army.mil	
	more provisions by reference, with the same force and effect as	
these addresses:	will make their full text available. Also, the full text of a p	rovision may be accessed electronical
	http://www.arnet.gov/far/ or www.acq.osd.mil/dp/	dars
If the provision requires addition	nal or unique information, then that information is provided imm	nediately after the provision title.
(LA7001)		
(1117001)		
53 52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
	of this solicitation will be a DX rated order certified for nati (DPAS)(15 CFR 700), and the Contractor will be required to foll	
(LF6014)		
54 52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award	of a firm fixed price contract resulting from this solicitation	1.
	(End of Provision)	
LF6008)		
55 52.233-2	SERVICE OF PROTEST	OCT/1995

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AMSTA-LC-CAC-C/Contracting Officer. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
  - (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

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(End of Provision)

(LF6254)

56 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

57 52.215-4510 ELECTRONIC BIDS/OFFERS

NOV/2001

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
- 2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

https://aaisbids.ria.army.mil and click on the icon for additional information.

- 4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds\_web/index.html>."

- 5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.
- 6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

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Name of Offeror or Contractor:

(LS7011)

58 52.215-4511 ELEC

ELECTRONIC AWARD NOTICE

FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FeDBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's	Electronic	Mail	Address:			
				(End	of	provision)

(LS7013)

EVALUATION FACTORS FOR AWARD

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

59 52.217-5 EVALUATION OF OPTIONS

JUL/1990

- a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
  - c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

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Name of Offeror or Contractor:

(MF7009	)

60 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998
DFARS

- (a) Does the offeror propose to furnish--
- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

- (b) If the answer in paragraph (a) is yes, answer the following questions:
  - (1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

61 52.215-4507 EVALUATION OF OFFERS

MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND FEB/1996
TACOM-RI RESEARCH PROPERTY

- (a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.
- (b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

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Name	of (	Offeror	or C	ontra	ctor:

Type of Contract	or Agreement:	
Number and Date:		
Cognizant Governme	ent Agency (include	ing address):

- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.
  - (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

 $\underline{\mathsf{TxRxPxS}} = \mathsf{C}$ 

Q

- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
  - R: Rental rate.
  - P: Production period (months).
  - Q: Quantity of items to be procured.

  - C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
  - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

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#### Name of Offeror or Contractor:

- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
  - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)